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32 IN THE UNITED STATES DISTRICT COURT  
33 FOR THE CENTRAL DISTRICT OF CALIFORNIA

34 UNITED STATES OF AMERICA,	)	
	)	
35 Plaintiff,	)	
	)	
36 v.	)	Civil Action No.
	)	
37 LOCKHEED CORPORATION,	)	CONSENT DECREE
38 CITY OF BURBANK, CALIFORNIA,	)	
39 a Charter City, and	)	
40 WEBER AIRCRAFT, INC.,	)	
	)	
41 Defendants.	)	
	)	

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1        WHEREAS, the United States of America ("United States"), on  
2        behalf of the Administrator of the United States Environmental  
3        Protection Agency ("EPA"), has filed concurrently with this Con-  
4        sent Decree ("Consent Decree" or "Decree") a complaint in this  
5        matter pursuant to the Comprehensive Environmental Response, Com-  
6        pensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended  
7        by the Superfund Amendments and Reauthorization Act of 1986, Pub.  
8        L. No. 99-499, 100 Stat. 1613 (1986) ("CERCLA"), seeking to com-  
9        pel the Defendants in this action to perform certain remedial ac-  
10       tions and to recover certain response costs that have been and  
11       will be incurred by the United States in response to alleged  
12       releases and threatened releases of hazardous substances from a  
13       facility as defined in Section 101(9) of CERCLA, 42 U.S.C. §  
14       9601(9), known as the Burbank Operable Unit Site ("the Site"),  
15       located in Burbank, California; and

16       WHEREAS, the Burbank Operable Unit Site is a part of the San  
17       Fernando Valley Superfund site #1 (also known as the North Hol-  
18       lywood Area Superfund site), which was listed on the National  
19       Priorities List ("NPL") in June of 1986, pursuant to CERCLA Sec-  
20       tion 105, 42 U.S.C. § 9605; and

21       WHEREAS, the United States alleges that the past, present,  
22       and/or potential migrations of "hazardous substances," as defined  
23       in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), from the Site  
24       constitute actual and/or threatened "releases," as defined in  
25       Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), and further al-  
26       leges that the Lockheed Corporation ("Lockheed"), Weber Aircraft,

1 Inc. ("Weber"), and the City of Burbank, California (the "City")  
2 are persons subject to liability under Section 107(a) of CERCLA,  
3 42 U.S.C. § 9607(a); and

4 WHEREAS, Lockheed, Weber and the City are persons, as  
5 defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21); and

6 WHEREAS, pursuant to Sections 121 and 122 of CERCLA, 42  
7 U.S.C. §§ 9621 and 9622, the United States, Lockheed, Weber and  
8 the City have stipulated and agreed to the making and entry of  
9 this Consent Decree prior to the taking of any testimony, and in  
10 settlement of the claims alleged against Lockheed, Weber and the  
11 City in the complaint; and

12 WHEREAS, the United States, Lockheed, Weber and the City  
13 have agreed upon a settlement pursuant to which Lockheed is  
14 obligated to fund and perform certain remedial work at the Site  
15 and to make payments to the United States, the City is obligated  
16 to fund and perform certain remedial work, and Weber is obligated  
17 to contribute to the funding of certain remedial work; and

18 WHEREAS, the United States, Lockheed, Weber and the City  
19 agree that the settlement of these claims is made in good faith  
20 and in an effort to avoid expensive and protracted litigation but  
21 without any admission or finding of liability or fault as to any  
22 allegation or matter;

23 NOW, THEREFORE, it is ORDERED, ADJUDGED, AND DECREED as fol-  
24 lows:

1 I. DEFINITIONS

2 A. "Burbank Well Field" or "Well Field" shall mean the area  
3 within the political boundaries of the City encompassing Burbank  
4 Public Service Department wells 6A, 7, 10, 11A, 12, 13A, 14A, 15,  
5 17 and 18, as shown on Appendix C. (This Appendix contains cor-  
6 rections to the well numbers shown in Figure 2 of the Explanation  
7 of Significant Differences ("ESD")).

8 B. "Covered Matters" shall consist of any and all civil  
9 liability to the United States for causes of action arising under  
10 Sections 106 and 107(a) of CERCLA and Section 7003 of the  
11 Resource Conservation and Recovery Act ("RCRA") for performance  
12 of the Work; all Past Response Costs; and all Future Response  
13 Costs that are incurred by the United States and paid by Lockheed  
14 with respect to the Site prior to EPA's issuance of a Certificate  
15 of Completion pursuant to Section XXXIV (Termination and  
16 Satisfaction). Covered Matters specifically does not include  
17 performance of any Remedial Investigation/Feasibility Study  
18 ("RI/FS") other than that already completed for the Burbank  
19 Operable Unit; additional response actions that may be imple-  
20 mented pursuant to the final remedy or pursuant to any future  
21 Explanation(s) of Significant Difference (other than actions that  
22 Settling Work Defendants have agreed to perform pursuant to Sub-  
23 part F of Section VII (Work To Be Performed)), Record(s) of Deci-  
24 sion or Amendment(s) to any Record of Decision; costs or ac-  
25 tivities related to any operable unit other than the Burbank  
26 Operable Unit, including any future operable unit(s); any new en-  
27 vironmental condition which is identified in the Basinwide RI/FS

1 or of which the United States is unaware at this time; or any  
2 remedial actions that are necessary to implement the Record of  
3 Decision ("ROD"), as modified by the Explanation of Significant  
4 Differences ("ESD") and Subpart F of Section VII (Work To Be  
5 Performed), other than the Work. Covered Matters also does not  
6 include response costs incurred by the State of California, the  
7 California Hazardous Substance Account, and any of the State's  
8 agencies, representatives, contractors or subcontractors, unless  
9 these costs were reimbursed by EPA under a cooperative agreement.

10 C. "City" shall mean the City of Burbank, California, a  
11 charter city, and any of its divisions, departments and other  
12 subdivisions. "City" shall not include any joint powers  
13 authority of which the City of Burbank is a member.

14 D. "Day" shall mean a calendar day, unless expressly stated  
15 to be a working day; provided, however, that in computing any  
16 period of time under this Consent Decree, where the last day  
17 would fall on a Saturday, Sunday, or federal or State holiday,  
18 the period shall run until the close of business of the next  
19 working day.

20 E. "Environment" shall have the meaning set forth in CERCLA  
21 Section 101(8), 42 U.S.C. § 9601(8).

22 F. "EPA" shall mean the United States Environmental Protec-  
23 tion Agency.

24 G. "Explanation of Significant Differences" ("ESD") shall  
25 mean the document signed by the EPA Region IX Regional Ad-  
26 ministrator on November 21, 1990, attached as Appendix B and in-  
27 corporated herein by reference, which modifies the ROD.

1           H. "Fund" or "Superfund" shall mean the Hazardous Sub-  
2 stances Superfund, referenced in Section 111 of CERCLA, 42 U.S.C.  
3 § 9611.

4           I. "Future Response Costs" shall mean all costs including  
5 but not limited to all administrative, indirect, enforcement, in-  
6 vestigative, remedial, removal, oversight and monitoring costs  
7 incurred by the United States in connection with the Site pur-  
8 suant to CERCLA, subsequent to December 31, 1989 and prior to the  
9 termination of this Consent Decree, except that the term shall  
10 not include the costs of performing any RI/FS or the costs of im-  
11 plementing any future Record(s) of Decision, Explanation(s) of  
12 Significant Differences (other than an Explanation of Significant  
13 Differences setting forth the changes provided for in Subpart F  
14 of Section VII (Work To Be Performed) or Amendment(s) to  
15 Record(s) of Decision.

16           J. "Lockheed" shall mean the Lockheed Corporation, incor-  
17 porated in the state of Delaware, and any of its subsidiaries,  
18 parents, affiliates, predecessors and successors.

19           K. "Oversight Costs" shall mean all costs incurred by the  
20 United States in overseeing the Work and assessing the adequacy  
21 of the City's and Lockheed's performance pursuant to this Decree,  
22 including but not limited to the costs of reviewing or developing  
23 plans or reports.

1           L. "Past Response Costs" shall mean all costs, including  
2 but not limited to all administrative, indirect, enforcement, in-  
3 vestigative, remedial, removal, oversight and monitoring costs  
4 incurred by the United States in connection with the Site, prior  
5 to and including December 31, 1989.

6           M. "Point of Interconnection" shall mean the physical point  
7 of transfer of the treated groundwater after it goes through the  
8 booster station but before it enters the blending facilities.

9 For purposes of this Consent Decree, such transfer shall take  
10 place at the upstream flange of a water meter located on a  
11 pipeline between the booster station and the blending facilities  
12 and used to measure the quantity of water to be transferred, as  
13 depicted in Appendix E.

14           N. "Point of Delivery" shall mean the physical point of  
15 transfer of the treated groundwater from Lockheed to the City.  
16 For the purposes of this Consent Decree, such transfer shall take  
17 place at the downstream flange of a meter that is located between  
18 the groundwater Treatment Plant and the Valley Forebay Facility  
19 and is used to measure the quantity of water to be transferred,  
20 as depicted in Appendix E.

21           O. "Point of MWD Connection" shall mean the physical point  
22 of transfer of the Metropolitan Water District ("MWD") blending  
23 water from the MWD pipeline to the blending facilities. For the  
24 purposes of this Decree, such transfer shall take place at the  
25 downstream flange of a meter that is located between the MWD  
26 pipeline and the blending facilities and is used to measure the  
27 quantity of water to be transferred, as depicted in Appendix E.

1 P. "Point of Water System Introduction" shall mean the  
2 physical point of transfer of the blended water from the blending  
3 facilities to the City's public water supply distribution system.  
4 For the purposes of this Consent Decree, such transfer shall take  
5 place at the downstream flange of a valve located on the pipeline  
6 between the blending facilities and the City's public water  
7 supply distribution system, as depicted in Appendix E.

8 Q. "Record of Decision" ("ROD") shall mean the document  
9 signed on June 30, 1989, by the EPA Region IX Deputy Regional Ad-  
10 ministrator, acting for the Regional Administrator, attached  
11 hereto as Appendix A and incorporated herein by reference.

12 R. "Release" shall have the meaning set forth in CERCLA  
13 Section 101(22), 42 U.S.C. § 9601(22).

14 S. "Remedial Action Work" shall mean those activities  
15 (including all operation and maintenance required by this Consent  
16 Decree) to be undertaken by Settling Work Defendants to implement  
17 the final plans and specifications submitted by Settling Work  
18 Defendants pursuant to the Remedial Design Work Plan approved by  
19 EPA pursuant to Section VII (Work To Be Performed). The Remedial  
20 Action Work does not constitute all of the remedial action  
21 selected in the ROD (as modified by the ESD and Subpart F of Sec-  
22 tion VII (Work To Be Performed)).

23 T. "Remedial Design Work" shall mean the phase of the Work  
24 required by this Consent Decree wherein, consistent with the ROD  
25 (as modified by the ESD and Subpart F of Section VII (Work To Be  
26 Performed)), this Decree and the National Contingency Plan, 40  
27 C.F.R. Section 300 et. seq. ("NCP"), the engineering plans and

1 technical specifications are to be developed by Settling Work  
2 Defendants, for approval by EPA, and on which implementation of  
3 the Remedial Action Work shall be based.

4 U. "Settling Defendants" shall mean Lockheed, Weber and the  
5 City.

6 V. "Settling Parties" shall mean the United States of  
7 America, Lockheed, Weber and the City.

8 W. "Settling Work Defendants" shall mean Lockheed and the  
9 City.

10 X. "State" shall mean the State of California.

11 Y. "Statement of Work" shall mean the document containing  
12 EPA's best effort to provide a detailed description of the steps  
13 necessary to accomplish the Work, attached as Appendix D and in-  
14 corporated herein by reference, as it may be modified in accor-  
15 dance with Section XXIV (Modification).

16 Z. "Site" (when capitalized) or "Burbank Operable Unit  
17 Site" shall mean the areal extent of TCE and/or PCE groundwater  
18 contamination that is presently located in the vicinity of the  
19 Burbank Well Field and including any areas to which such  
20 groundwater contamination migrates.

21 AA. "System Operation Date" for each phase described in  
22 Subpart E of Section VII (Work To Be Performed) shall mean the  
23 first day on which Lockheed begins extracting and treating  
24 groundwater with the facilities constructed as part of the  
25 Remedial Action Work for that phase.

26 BB. "United States" shall mean the United States of  
27 America.

1 CC. "Valley Forebay Facility" shall mean the structure  
2 owned by the City and designed to receive the treated water as a  
3 regulating reservoir for the booster station depicted in Appendix  
4 E. The reservoir has an overflow elevation of 655 feet.

5 DD. "Weber" shall mean Weber Aircraft, Inc., incorporated  
6 in the state of Delaware, and any of its subsidiaries, parents,  
7 affiliates, predecessors and successors.

8 EE. "Work" shall mean the performance of the Remedial  
9 Design Work and the Remedial Action Work in a manner which ac-  
10 complishes all of the requirements of Section VII (Work To Be  
11 Performed) of this Consent Decree.

12 FF. "Working Day" shall mean a day other than a Saturday,  
13 Sunday, or federal or State holiday.

14 II. JURISDICTION

15 A. The Court has jurisdiction over the subject matter of  
16 and the parties to this Consent Decree pursuant to CERCLA,  
17 federal question jurisdiction, and the status of the United  
18 States as plaintiff. Sections 106, 107, and 113 of CERCLA, 42  
19 U.S.C. §§ 9606, 9607, and 9613, and 28 U.S.C. §§ 1331, 1345.

20 B. Settling Defendants do not contest and agree not to con-  
21 test the authority of the United States to maintain this action  
22 or the Court's jurisdiction to enter and enforce this Consent  
23 Decree.

24 III. DENIAL OF LIABILITY

25 Settling Defendants deny any and all legal or equitable  
26 liability under any federal, State, or local statute, regulation  
27 or ordinance, or the common law, for any response costs, damages

1 or claims caused by or arising out of conditions at or arising  
2 from the Burbank Well Field or the Site. By entering into this  
3 Consent Decree, or by taking any action in accordance with it,  
4 Settling Defendants do not admit any allegations contained herein  
5 or in the complaint, nor do Settling Defendants admit liability  
6 for any purpose or admit any issues of law or fact or any responsibility  
7 hazardous substance into the environment. Nothing in this Sec-  
8 tion shall alter Settling Defendants' agreement not to challenge  
9 the Court's jurisdiction as set forth in Section II  
10 (Jurisdiction).

#### 11 IV. SITE BACKGROUND

12 The following is a summary of the Site background as alleged  
13 by the United States which, for the purposes of this Decree, Set-  
14 tling Defendants neither admit nor deny:

15 A. The North Hollywood Area Superfund site is one of four  
16 sites in the San Fernando Valley Groundwater Basin ("Basin")  
17 which were placed on the National Priorities List ("NPL") concur-  
18 rently in June of 1986. Remediation of groundwater in the Basin  
19 is a collaborative undertaking of EPA, the Los Angeles Department  
20 of Water and Power ("DWP"), the California Department of Health  
21 Services ("DHS") and the California Regional Water Quality Con-  
22 trol Board ("RWQCB").

23 B. The Burbank Operable Unit Site is a part of the North  
24 Hollywood Area Superfund site (also known as the San Fernando  
25 Valley Area #1 Superfund site). The Burbank Operable Unit Site  
26 presently includes the Northeast corner of the North Hollywood  
27 Area Superfund site, as well as the areas to which the plume of

1 TCE and PCE has spread beyond the original boundaries drawn at  
2 the time the North Hollywood Area Superfund site was listed on  
3 the NPL. Based on the nature of the groundwater contamination at  
4 the Site, EPA has decided to institute remedial actions at the  
5 Site, as detailed in the ROD, ESD and this Consent Decree as a  
6 separate "Operable Unit," prior to completion of the Basinwide  
7 Remedial Investigation/Feasibility Study (described below) and  
8 decisions on what further remedial actions may be necessary in  
9 the Basin and/or at the Site.

10 C. Concentrations of volatile organic compounds ("VOCs")  
11 exceeding State Action Levels ("SALs") and Federal Maximum Con-  
12 taminant Levels ("MCLs") were first discovered in the Basin in  
13 1980. Since that time, the RWQCB and DHS have supervised soil  
14 and groundwater sampling and analysis in the Burbank area.  
15 Presently, VOC family members trichloroethylene ("TCE") and  
16 perchloroethylene ("PCE") have been found in the Burbank Well  
17 Field at levels that exceed the MCLs for these hazardous sub-  
18 stances. These materials are commonly used for machinery  
19 degreasing, dry cleaning, and metal plating. The Federal MCL for  
20 TCE in drinking water is set at 5 parts per billion ("ppb"). The  
21 State MCL for PCE in drinking water is also set at 5 ppb. To  
22 date, levels of TCE of up to 1,800 ppb and levels of PCE of up to  
23 590 ppb have been measured at the City of Burbank's extraction  
24 wells. Higher levels of these hazardous substances have been  
25 measured at other wells within the Site. EPA, in conjunction  
26 with RWQCB, DWP and DHS, has conducted and continues to conduct  
27 source investigations at the Site.

1           D. In August of 1987, EPA entered into a cooperative agree-  
2 ment with DWP which allowed DWP to conduct a Basin-wide Remedial  
3 Investigation ("RI"). EPA has also entered into a multi-site  
4 cooperative agreement with DHS which funds DHS participation in  
5 remedial activities at many California Superfund sites, including  
6 those in the Basin, under authority of CERCLA Section 104, 42  
7 U.S.C. § 9604. In December of 1989, DWP completed construction  
8 of the North Hollywood Aeration Facility to address contamination  
9 at the North Hollywood Operable Unit, the first Operable Unit in  
10 the Basin. Treated groundwater from the North Hollywood Aeration  
11 Facility is chlorinated and released to the public water supply,  
12 where it is used for drinking water purposes. In September of  
13 1989, EPA entered into a cooperative agreement with the RWQCB  
14 which funds source investigation and source control work in the  
15 Basin.

16           E. The Burbank Operable Unit is the second Operable Unit in  
17 the Basin. In October of 1988, the Burbank Operable Unit  
18 Feasibility Study ("OUFS") was released. The OUFS set forth a  
19 range of remedial actions which EPA considered for the Burbank  
20 Operable Unit Site. The Record of Decision (ROD) signed on June  
21 30, 1989 selected an interim remedy for the Site. This remedy  
22 was modified by the Explanation of Significant Differences  
23 ("ESD") issued by EPA on November 21, 1990. EPA has decided to  
24 include in this Decree some additional modifications to the in-  
25 terim remedy, as provided in Subpart F of Section VII (Work To Be  
26 Performed). These modifications do not represent a fundamental  
27 change to the remedy.

V. PURPOSE

A. The purpose of this Consent Decree is to resolve amicably a portion of the existing dispute between the Settling Parties as to whether remedial action is necessary and appropriate with respect to the Burbank Operable Unit Site and to settle the claims asserted against Settling Defendants in the complaint filed in this matter.

B. This Consent Decree is also intended to serve the public interest by protecting the public health, welfare, and the environment from releases or threatened releases of hazardous substances from facilities located in or near the Site by implementation of the Work set out in Section VII (Work To Be Performed) of this Consent Decree and to obtain reimbursement from Lockheed for certain of the United States' response costs as specified in this Consent Decree.

C. The Work and the tasks described in Subpart B of Section VII (Work To Be Performed) are intended to implement a portion of the ROD, as modified by the ESD and to meet the requirements of Subpart F of Section VII (Work To Be Performed). The Settling Parties recognize that the remedy selected in the ROD, ESD and this Decree may not constitute the final remedy for groundwater at the Site. The Settling Parties also recognize that performance of this Consent Decree will not fully implement the ROD and ESD for the Burbank Operable Unit.

VI. BINDING EFFECT

A.1. The undersigned representative of Lockheed certifies that Lockheed is fully authorized to enter into the terms and conditions of this Decree and that he or she is fully authorized to execute this document and legally bind Lockheed to the provisions of this Decree.

2. The undersigned representative of the City certifies that the City is fully authorized to enter into the terms and conditions of this Decree and that he or she is fully authorized to execute this document and legally bind the City to the provisions of this Decree.

3. The undersigned representative of Weber certifies that Weber is fully authorized to enter into the terms and conditions of this Decree and that he or she is fully authorized to execute this document and legally bind Weber to the provisions of this Decree.

4. The undersigned Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that the United States is fully authorized to enter into the terms and conditions of this Decree and that he or she is fully authorized to execute this document and legally bind the United States to the provisions of this Decree.

B. The person(s) identified by name and address in Section XXIII (Form of Notice) of this Consent Decree as the recipient for each Settling Defendant is authorized by that Settling Defendant to accept service of process by mail on its behalf with respect to all matters arising under this Consent Decree. For

1 purposes of entry and enforcement of this Consent Decree only, each Sett  
2 manner and to waive the formal service requirements set forth in  
3 Rule 4 of the Federal Rules of Civil Procedure, including service  
4 of a summons, and any applicable local rules of this Court.

5 C. This Consent Decree shall apply to and be binding upon  
6 Settling Defendants, their officers, officials, directors, suc-  
7 cessors, and assigns, and upon the United States and its repre-  
8 sentatives.

9 D. Each Settling Work Defendant agrees to provide a copy of  
10 this Consent Decree, as entered, along with all relevant addi-  
11 tions and modifications to this Consent Decree, as appropriate,  
12 to each person, including all contractors and subcontractors,  
13 retained by that Settling Work Defendant to perform the Work re-  
14 quired by this Decree within thirty (30) days of retainer and to  
15 condition any contract for the Work on compliance with this Con-  
16 sent Decree.

17 E.1. No change in ownership of Lockheed, property or assets  
18 owned by Lockheed or the corporate status of Lockheed, including  
19 but not limited to any transfer of real or personal property,  
20 shall alter EPA or Settling Defendants' rights and obligations  
21 under this Consent Decree, including access rights under this  
22 Decree. In the event that Lockheed transfers any real property  
23 it owns in the City of Burbank prior to termination of this  
24 Decree pursuant to Section XXXIV (Termination and Satisfaction),  
25 Lockheed shall provide a copy of this Decree to the transferee  
26  
27

1 prior to consummating the transaction and evidence such action by  
2 providing a copy of its transmittal letter to EPA within ten (10)  
3 working days of consummating the transaction.

4 2. No change in ownership of property or assets owned by  
5 the City or the legal status of the City, including but not  
6 limited to any transfer of real or personal property, shall alter  
7 EPA or Settling Defendants' rights and obligations under this  
8 Consent Decree, including access rights under this Decree. In  
9 the event that the City transfers any of the real property it  
10 owns at 164 West Magnolia Boulevard in the City of Burbank prior  
11 to termination of this Decree pursuant to Section XXXIV  
12 (Termination and Satisfaction), the City shall provide a copy of  
13 this Decree to the transferee prior to consummating the transac-  
14 tion and evidence such action by providing a copy of its trans-  
15 mittal letter to EPA within ten (10) working days of consummating  
16 the transaction. Notwithstanding this Subpart, nothing in this  
17 Decree shall be construed as or shall act as a prohibition on the  
18 City's ability to freely vacate, abandon or otherwise dispose of  
19 its streets, rights of way or any other interest it has in  
20 streets and rights of way, except insofar as:

21 a. Lockheed has previously notified the City that ac-  
22 cess to particular segment(s) of such City streets or rights of  
23 way is necessary to perform the Remedial Design Work or Remedial  
24 Action Work, and such access has not been determined to be un-  
25 necessary to perform the Remedial Design Work or Remedial Action  
26 Work pursuant to the dispute resolution provisions of Section XX  
27 (Dispute Resolution); or

1           b. EPA has previously notified the City that access to  
2 particular segment(s) of such City streets or rights of way is  
3 necessary to perform or have a potentially responsible party per-  
4 form the tasks described in Subpart B of Section VII (Work To Be  
5 Performed) and such access has not been determined to be unneces-  
6 sary to perform the tasks described in Subpart B of Section VII  
7 (Work To Be Performed) pursuant to the dispute resolution provi-  
8 sions of Section XX (Dispute Resolution).

9           3. No change in ownership of Weber, property or assets  
10 owned by Weber or the corporate status of Weber, including but  
11 not limited to any transfer of real or personal property, shall  
12 alter EPA or Settling Defendants' rights and obligations under  
13 this Consent Decree, including access rights under this Decree.  
14 In the event that Weber transfers any of the real property it  
15 owns at either 2820 Ontario Street or 3000 North San Fernando  
16 Road in the City of Burbank prior to termination of this Decree  
17 pursuant to Section XXXIV (Termination and Satisfaction), Weber  
18 shall provide a copy of this Decree to the transferee prior to  
19 consummating the transaction and evidence such action by provid-  
20 ing a copy of its transmittal letter to EPA within ten (10) work-  
21 ing days of consummating the transaction.

22                               **VII. WORK TO BE PERFORMED**

23           A. The Work to be performed pursuant to this Consent Decree  
24 shall consist of the tasks described in Subparts A.1 through A.5,  
25 below.

26           1. The design and construction of all facilities necessary  
27 to: